

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO. 05-108

ANNUAL REQUIREMENTS FOR FILM AND FILM PROCESSING SERVICES

DATE: May 23,2005

CONTRACT PERIOD: June 1,2005 thru May 31,2006

CONTRACTOR: The Photo Shoppe
301 N.Cotner
Lincoln NE 68505

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jerry Grenemeier
Telephone No.: 402-466-8218
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Photo Shoppe to receive bid for Film Processing

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #73252
Dated:5/19/05

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENT FOR FILM PROCESSING SERVICES
AS PER SPECIFICATION 05-108**

Contractor: THE PHOTO SHOPPE

*Copy of
original*

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 5th day of May 2005, by and between The Photo Shoppe, 301 N Cotner, Lincoln NE 68505 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirement for Film Processing Services

Specification 05-108

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. **Term of Agreement is one (1) year from June 1, 2005 through May 31, 2006 with options to renew for two (2) additional one (1) year periods.**

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 73252
dated 5/19/05

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary

(SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

The Photo Shoppe
Name

301 North Cotner Blvd, Lincoln NE 68505

Address

Signature

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

PART 2 - FILM PROCESSING

Company Name: The Photo Shoppe

BIDDER'S NOTE: The City anticipates developing approximately 3,000 rolls of film during the term of this agreement on an as-needed basis.

BID ITEM

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>		
		<u>DEVELOPING CHARGE</u>	<u>PER PRINT PKG. CHARGE</u>	<u>TOTAL</u>
2-1	<u>PROCESSING COLOR PRINT FILM:</u> 3" X 5" Print, Single, 12 Exp.	\$ <u>1.65</u>	\$ <u>.14</u>	\$ <u>3.33</u>
2-2	3" X 5" Print, Single, 24 Exp.	\$ <u>1.65</u>	\$ <u>5.01</u>	\$ <u>5.01</u>
2-3	3" X 5" Print, Single, 36 Exp.	\$ <u>1.65</u>	\$ <u>6.69</u>	\$ <u>6.69</u>
2-4	4" X 6" Print, Single, 12 Exp.	\$ <u>1.65</u>	\$ <u>3.33</u>	\$ <u>3.33</u>
2-5	4" X 6" Print, Single, 24 Exp.	\$ <u>1.65</u>	\$ <u>5.01</u>	\$ <u>5.01</u>
2-6	4" X 6" Print, Single, 36 Exp.	\$ <u>1.65</u>	\$ <u>6.69</u>	\$ <u>6.69</u>
2-7	<u>PROCESSING BLACK AND WHITE PRINT FILM:</u> 3" X 5" Print, 12 Exp.	\$ <u>2.15</u>	\$ <u>3.83</u>	\$ <u>3.83</u>
2-8	3" X 5" Print, 24 Exp.	\$ <u>2.15</u>	\$ <u>5.51</u>	\$ <u>5.51</u>
2-9	<u>SLIDE PROCESSING:</u> 24 Exp.	\$ <u>5.95</u>	\$ <u>5.95</u>	\$ <u>5.95</u>
<u>REPRINTS AND ENLARGEMENTS:</u>		<u>COLOR NEGATIVE</u>	<u>COLOR SLIDE</u>	<u>B & W NEGATIVE</u>
2-10	3" X 5"	\$ <u>.29</u>	\$ <u>.50</u>	\$ <u>.29</u>
2-11	8" X 12"	\$ <u>3.75</u>	\$ <u>3.75</u>	\$ <u>3.75</u>
2-12	<u>NORMAL FILM PROCESSING TIME:</u>	<u>24</u>	Hours	
<u>RUSH SERVICE FOR COLOR PRINTS:</u>		<u>1 HOUR</u>	<u>4 HOUR</u>	
2-13	12 Exp.	\$ <u>1.00</u>	\$ <u>N/C</u>	
2-14	24 Exp.	\$ <u>1.00</u>	\$ <u>N/C</u>	
2-15	36 Exp.	\$ <u>1.00</u>	\$ <u>N/C</u>	

PART 2 - FILM PROCESSING

Company Name: The Photo Shoppe

RUSH SERVICE FOR COLOR PRINTS:

Location of Rush Service Facility:

No.1: Address: 301 N. Cother Blvd

Phone No.: 466-8218

No.2: Address: 4800 E. Old Cheney Rd

Phone No.: 421-370

2-16 Charge for "pushing" film processing:
Please state charges here: \$ 2.00

2-17 Please state if bidder is willing to provide daily delivery and pick-up services at the following locations:

1. County-City Building
555 South 10th Street

YES ☒ NO ☐

2. Hall of Justice
555 South 10th Street
(to replace Police Dept. Bldg.)

YES ☒ NO ☐

3. Police Department Bldg.
233 South 10th Street

YES ☒ NO ☐

4. Lincoln-Lancaster County
Health Department
3140 "N" Street

YES ☒ NO ☐

2-18 Attach any details of daily delivery and pick-up service to this bid proposal which may include any additional costs, break-off points or minimum/maximums associated with this service.

2-19 Bidders shall attach to this bid proposal any additional details relating to the terms and conditions of Part 2 of the Agreement for film processing: such as 24-hour developing service; procedures for handling film processing envelopes, invoicing and statement policies; and their policy for handling complaints (poor quality of prints, etc.).

BID SECURITY REQUIRED: Yes ☐ Amount: _____ Or No ☒

Special provisions for Commodity Term Contracts are included with specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal Form.

Bidder must check here if contract extension renewal is an option: Yes ☒ No ☐

TERM PRICE CLAUSE: Term of agreement is one (1) year from June 1, 2005 through May 31, 2006, with options to renew for two (2) additional one (1) year periods starting on June 1, 2006.

Bidder must state:

- (a) Bid prices firm for the full contract period: yes or
(b) Bid prices subject to escalation/de-escalation _____.
(c) If (b), state period for which prices will be firm: through _____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

1-HOUR PHOTO
FINISHING

the **Photo Shoppe**

PORTRAITS

City Purchasing
Specification No. 05-108
April 26, 2005

On my bid form I have indicated Kodak, Fuji, or Agfa Film products. Both Fuji and Agfa films are of the highest quality and every bit comparable with Kodak. I will deliver one of these brands when an order for a particular film speed and number of exposures are requested.

Additionally, on your black & white film needs I will also quote Agfa film.

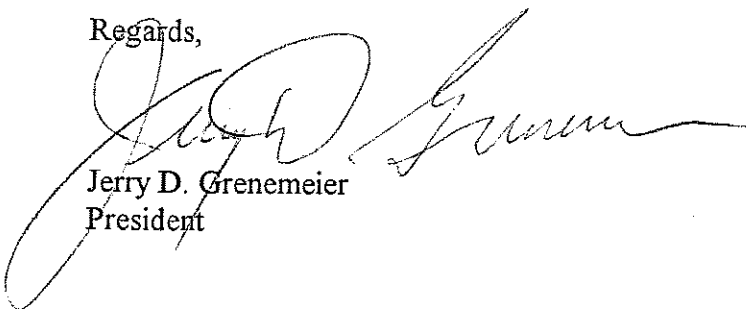
120 film	400 ASA	\$ 2.10
120 Film	100 ASA	\$ 1.95
135x24 film	100 ASA	\$ 2.25

Concerning Polaroid Film.

As a general rule we do not stock Polaroid products. However, we can supply Polaroid by individual order. Your cost will be my invoice plus 10% plus freight if the order can not wait until our normal order time. Prices will be compatible with what you are now paying.

We appreciate the opportunity to provide service and consumables.

Regards,


Jerry D. Grenemeier
President

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Jerry D. Grenemeyer

TITLE: President

PHONE NO.: 402/466-8218

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 05-108

The Photo Shoppe
COMPANY NAME

301 No. Cotner Blvd
STREET ADDRESS or P.O. BOX

Lincoln NE 68505
CITY, STATE ZIP CODE

402/466-8218
TELEPHONE

47-0943875
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

jerry@photoshoppe.com
E-MAIL ADDRESS

[Signature]
BY (Signature)

Jerry D. Grenemeyer
(Print Name)

President
(Title)

4/26/05
(Date)

ESTIMATED DELIVERY DAYS

30 days from Invoice
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid